

THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA

ERIC MACKIE, JOSHUA BIGGS, and  
RUTH MATTISON, individually and on  
behalf of others similarly situated

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,  
INC., *et al.*,

Defendant.

Civ. No.: 0:22-cv-00736-NEB-LIB

**STATEMENT OF THE CASE**

In accordance with the Court’s Notice to Counsel (ECF No. 32), Plaintiffs Eric Mackie, Joshua Biggs, and Ruth Mattison (collectively, “Plaintiffs”) submit the following concise statement of the case:

This case pertains to model year (“MY”) 2019-2021 Honda CR-V and Civic vehicles and MY2018-2021 Accord vehicles with “Earth Dreams” 1.5L direct injection engines (the “Class Vehicles”). ECF No. 1, ¶ 1. Plaintiffs allege that the Class Vehicles contain a defect that causes fuel contamination of the engine oil, resulting in oil dilution, decreased oil viscosity, premature wear, and ultimate failure of the engines (the “Defect”). ¶¶ 2, 60-74. Plaintiffs allege that Defendant knew of the Defect, but failed to disclose it when the Class Vehicles were purchased and leased, and also failed to adequately repair the Defect when Plaintiffs and the putative class presented their Class Vehicles to Honda for repairs. ¶¶ 75-104.

Plaintiffs allege claims for violations of the Minnesota Prevention of Consumer Fraud Act, Colorado Consumer Protection Act, and Illinois Consumer Fraud and Deceptive Business Practices Act, and also to seek recovery for Honda’s breach of express warranty, breach of implied warranty, common law fraud, breach of the covenant of good faith and fair dealing and, alternatively, unjust enrichment. ¶¶ 114-177. Plaintiffs also seek the certification of a nationwide class of all persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle, and, in the alternative, persons or entities in Minnesota, Colorado, and Illinois. ¶¶ 105-106.

Regarding facts that support Honda’s liability, Plaintiffs’ Complaint (ECF No. 1) sets forth the alleged basis for Honda’s pre-sale knowledge of the Defect, which includes Honda’s

own records of customer complaints, dealership repair records, complaints submitted to the National Highway Traffic Safety Administration (“NHTSA”), warranty and post-warranty claims, internal pre-sale durability testing and technical service bulletins (“TSBs”), and the extended warranty issued in prior model year Honda vehicles with 1.5L Earth Dreams engines. ¶¶ 75-104. In addition, each Plaintiff alleges that they purchased a Class Vehicle (¶¶ 18, 26, 39), experienced the Defect in their Class Vehicle (¶¶ 20, 30, 43), and that Honda failed to repair the Defect when Plaintiffs presented their Class Vehicles to Honda’s authorized dealerships for repairs (¶¶ 21-22, 33-35, 45-46). In order to provide particularized facts regarding the specific nature and cause of the Defect, Plaintiffs will need discovery from Honda.

Plaintiffs allege that they have been damaged by Honda’s acts and omissions because Honda’s concealment of the Defect caused Plaintiffs and the Class to overpay for their Class Vehicles at the time of sale. In order to quantify the amount that Plaintiffs overpaid at the time of sale, Plaintiffs anticipate retaining one or more expert witnesses to submit expert reports. In addition, Plaintiffs allege that they have been damaged by Honda’s failure to comply with its express and implied warranties. Thus, Plaintiffs will also seek monetary damages sufficient to repair the Defect, which Plaintiffs allege Honda is obligated to do under its warranties. Plaintiffs also anticipate retaining an expert witness to submit an expert report on such damages.

Plaintiffs further incorporate by reference the detailed allegations set for in their Complaint. ECF No. 1.

Dated: November 21, 2022

Respectfully submitted,

/s/ Matthew D. Schelkopf  
 Matthew D. Schelkopf (*pro hac vice*)  
 Joseph B. Kenney (*pro hac vice*)  
 SAUDER SCHELKOPF LLC  
 1109 Lancaster Avenue  
 Berwyn, Pennsylvania 19312  
 Phone: 610-200-0581  
 Facsimile: 610-421-1326  
 mds@sstriallawyers.com  
 jbk@sstriallawyers.com

Daniel C. Hedlund (#258337)  
 Gustafson Gluek PLLC  
 Canadian Pacific Plaza  
 120 South Sixth Street, Suite 2600  
 Minneapolis, Minnesota 55402

Tel: (612) 333-8844  
Fax: (612) 339-6622  
dhedlund@gustafsongluek.com

Nicholas A. Migliaccio  
Jason S. Rathod  
Migliaccio & Rathod LLP  
412 H Street N.E., Ste. 302  
Washington, DC 20002

***Attorneys for Plaintiffs and  
the Putative Class***

**CERTIFICATE OF SERVICE**

I, Matthew D. Schelkopf, hereby certify that on this 21st day of November, 2022, I caused the foregoing to be filed using the Court's NextGen system, thereby electronically serving it upon all registered ECF users in this case.

/s/ Matthew D. Schelkopf  
Matthew D. Schelkopf